



NON DISCLOSURE-AGREEMENT

Date _____, 19__

Dear Sirs:

As you are aware, Commodore and its affiliated companies are developing new processes, techniques, products, services and business plans (hereinafter "projects") in the computing and data processing environment. We understand that there is a mutual desire that Commodore provide some information and/or materials to you relating to some of these projects to allow your continued development, assistance and/or evaluation. However, because of the stage of development of these projects and because Commodore has invested significant time and expense to develop the information and materials which we will provide to you, such information and materials must be considered as proprietary and confidential to Commodore, and we must have your agreement to the following:

1. You will not extract, reproduce, disclose, nor use other than for the benefit of Commodore, without Commodore's prior written approval, any information and materials relating to Commodore's projects to which you gain access as a result of your interactions with Commodore.
2. You will limit access to such information and materials to those personnel and agents authorized by Commodore, who need to have access in order for you to provide the development, assistance and/or evaluation referred to above. You will advise and inform all personnel and agents who will have access to such information and materials of the obligations imposed by this Agreement, and obtain their commitment to abide by the same. You will be responsible for any breach by such personnel and agent of such obligations.

3. In no event will you provide any lesser degree of security or safeguarding for such information and materials than you provide for you own information and materials considered by you as proprietary and confidential.
4. The above obligations of confidentiality shall remain in place from the date of any disclosure made thereafter; however, such obligations will not pertain to any information to the extent such information a) is or subsequently becomes public without fault on your part, b) is or subsequently becomes lawfully known to you other than as a result of a disclosure by Commodore, or a breach of confidentiality by another party, or c) is approved in writing by Commodore for release.
5. Commodore retains ownership to intellectual property and other rights, such information and materials and at the completion of your interactions with Commodore, or earlier upon Commodore's request, you will return to Commodore's designated representative all copies of such information, as well as any materials which you have received.
6. Nothing herein shall be construed as a warrant of the accuracy, worth, or fitness of such information and materials; nor as a grant of any rights to any of the information, materials and related inventions, discoveries, writings, programs or improvements, either expressly or by implication; nor as a commitment to supply or continue to supply any specific information or materials, or to enter into any future agreement for the purchase or supply of goods or services.
7. This Agreement is a non-transferable, personal agreement between the parties hereto, containing the entire understanding with respect to the subject matter hereof and superceding all prior understandings in connection therewith. No modification or alteration shall be binding unless executed in writing by the parties. No waiver of any provision of this Agreement shall be deemed or construed a waiver of any other provision hereof (whether or not similar) or shall a waiver be construed a continuing waiver unless expressly so stated.

8. Because of the significant investment Commodore has made in developing the information and materials which will be disclosed hereunder, the recipient hereby acknowledges and agrees that any unauthorized disclosure or use of such information or materials will cause Commodore to suffer severe and continuing financial losses. Accordingly, the recipient agrees to compensate Commodore in an amount not less than US \$ 10.000 in the event that the recipient breaches any of its covenants or agreements contained herein. The recipient further acknowledges that the payment of compensation pursuant to the preceding sentence will not in any way proclude Commodore from recovering compensation for any losses in excess of US \$ 10.000 which it is able to prove it has suffered by reason of such breach, or from obtaining any other lawful remedy for such breach.
9. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Exclusive jurisdiction and venue for any suit or proceeding for any claims brought against Commodore with regard to this Agreement shall be in the United States District Court for the Eastern District of Pennsylvania; jurisdiction and venue in any suit or proceeding to be brought by Commodore for any claims arising out of this Agreement may be in a forum of competent jurisdiction to be determined by Commodore in its sole and complete discretion. The parties hereby unconditionally agree to the above jurisdiction clause of this Agreement.
10. The official language of this Agreement shall be English.

If the above provisions are acceptable to you, please sign and date two copies of this letter and return one of the signed copies to Commodore.

Accepted and Agreed to:

By _____	By: _____
Company: _____	Company: _____
Address: _____	Address: _____
_____	_____
Telephone: _____	Telephone: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____